

JUL-12-2004 10:45

KRUEHMHN, BURGEEST & RYAN

9147410025

P.13

ENDORSEMENT# 10

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCOM, INC.**

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**FAILURE TO EFFECT AND/OR MAINTAIN
INSURANCE EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured alleging, arising out of, based upon, attributable to any failure or omission on the part of the Insureds or the Company to effect or maintain adequate insurance.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

END 10

(2/80)


AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:45

KAUFMAN, BORGEEST & RYAN

9147410025

P.14

ENDORSEMENT# 11

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

"NO LIABILITY" PROVISION DELETED

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

- (1) The Definition of and all provisions referring to "No Liability" are hereby deleted in their entirety; and
- (2) The last paragraph of Clause 6 RETENTION CLAUSE is hereby deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 11

(2/90)


AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:45

KAUFMAN, BORGEEST & RYAN

9147410025 P.10

ENDORSEMENT# 12

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

CrisisFundsm**(Crisis Communications Management Insurance)**

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended to provide Crisis Management Coverage pursuant to the terms and conditions set forth below:

- 1) The Clause of the policy entitled INSURING AGREEMENTS is amended to add the following new Insuring agreement:

CRISIS MANAGEMENT COVERAGE

This policy shall pay the Crisis Management Loss of the Company arising from a Crisis Management Event first commencing during the Policy Period, up to the amount of the Crisis Management Fund.

- 2) The Section of the policy entitled EXCLUSIONS shall not be applicable to Crisis Management Loss.
- 3) The Section of the policy entitled LIMIT OF LIABILITY, is amended to add the following:

The limit of the Insurer's liability for Crisis Management Loss arising from all Crisis Management Events occurring during the Policy Period, in the aggregate, shall be the amount set forth as the Crisis Management Fund. This limit shall be the maximum limit of the Insurer under this policy regardless of the number of Crisis Management Events occurring during the Policy Period. Provided, however, that this single Crisis Management Event(s) limit shall be part of and not in addition to the Limit of Liability stated in the Item of the Declarations page entitled LIMIT OF LIABILITY, which shall in all events be the maximum liability of the Insurer for all loss under this policy.

- 4) There shall be no Retention amount applicable to Crisis Management Loss, and the Insurer shall pay such Loss from first dollar subject to the other terms and conditions of this endorsement.
- 5) An actual or anticipated Crisis Management Event shall be reported to the Insurer as soon as practicable but in no event later than thirty (30) days after the Company first incurs Crisis Management Loss for which coverage will be requested under this endorsement.

END 12

(2/90)

JUL-12-2004 10:46

KAUFMAN, BORGEEST & RYAN

5147410020

F-1D

ENDORSEMENT # 12 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

6) The Section of the policy entitled DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS) shall have no applicability to Crisis Management Events. There shall be no requirement for the Company to obtain prior written approval of the Insurer before incurring any Crisis Management Loss, provided that the Crisis Management Firm selected by the Company to perform the Crisis Management Services has been approved by the Insurer.

Definitions

For the purposes of this endorsement, the following definitions shall apply:

A) "Material Effect on the Company's Common Stock Price" shall mean, within a period of 24 hours, that the price per share of the Company's common stock shall decrease by the greater of \$5 per share or 10% net of the change in the Standard & Poor's Composite Index.

B) "Crisis Management Event" shall mean:

I. One of the following events which, in the good faith opinion of the Chief Financial Officer of the Company, did cause or is reasonably likely to cause, a Material Effect on the Company's Common Stock Price:

(1) Negative earning or sales announcement

The public announcement of the Company's past or future earnings or sales, which is substantially less favorable than any of the following: (i) the Company's prior year's earnings or sales for the same period, (ii) the Company's prior public statements or projections regarding earnings or sales for such period, or (iii) an outside securities analyst's published estimate of the Company's earnings or sales.

(2) Loss of a patent, trademark or copyright or major customer or contract

The public announcement of an unforeseen loss of: (i) the Company's intellectual property rights for a patent, trademark or copyright, other than by expiration; (ii) a major customer or client of the Company; or (iii) a major contract with the Company.

END 12

(2/90)

JUL-12-2004 10:46

KAUFMAN, BURDEEST & RYHN

5147410000

ENDORSEMENT# 12 (Continued)

This endorsement effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

(3) Product recall or delay

The public announcement of the recall of a major product of the Company or the unforeseen delay in the production of a major product of the Company.

(4) Mass tort

The public announcement or accusation that the Company has caused the bodily injury, sickness, disease, death or emotional distress of a group of persons, or damage to or destruction of any tangible group of properties, including the loss of use thereof.

(5) Employee layoffs or loss of key executive officer(s)

The public announcement of employee layoffs, or the death or resignation of one or more key executive officer(s) of the Company.

(6) Restatement of financial statement

The public announcement of a restatement of the Company's previously filed financial statements.

(7) Elimination or suspension of dividend

The public announcement of the elimination or suspension of a regularly scheduled dividend previously being paid by the Company.

(8) Write-off of assets

The public announcement that the Company intends to write off a material amount of its assets.

(9) Debt restructuring or default

The public announcement that the Company has defaulted or intends to default on its debt or intends to engage in a debt restructuring.

END 12

(2/90)

JUL-12-2004 10:46

KHUFMHN, BURGEEST & RYHN

5147410002

ENDORSEMENT# 12 (Continued)

This endorsement effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCOM, INC.**

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

(10) Bankruptcy

The public announcement that the Company intends to file for bankruptcy protection or that a third party is seeking to file for involuntary bankruptcy on behalf of the Company; or the imminence of bankruptcy proceedings, whether voluntary or involuntary.

(11) Governmental or regulatory litigation

The public announcement of the commencement or threat of commencement of litigation or governmental or regulatory proceedings against the Company.

(12) Other

Any other event previously consented to by the Insurer which, in the good faith opinion of the Chief Financial Officer of the Company, did cause or is reasonably likely to cause, a Material Effect on the Company's Common Stock Price, but only if such event is specifically scheduled by written endorsement to the policy.

II. Unsolicited takeover bid

An unsolicited written offer or bid by any person or entity other than an Insured or any affiliate of any Insured, whether publicly announced or privately made to a director or executive officer of the Company, to effect a Transaction (as Transaction is defined in Clause 12 of the policy) of the Company.

Provided, however, that the term Crisis Management Event shall not include any event relating to:

- (1) any Claim(s) which have been reported, or any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (2) any pending or prior litigation as of December 31, 1996;
- (3) the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; provided, however, the

END 12

JUL-12-2004 10:46

KUHN, BURGEEST & RYHN

5147410002

F-12

ENDORSEMENT# 12 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

foregoing shall not apply if the policy contains any endorsement modifying or deleting, in part or in whole, exclusion (l) of the policy:

(4) the hazardous properties of nuclear materials; provided, however, the foregoing shall not apply to any Crisis Management Event(s) arising from the ownership of, operation of, construction of, management of, planning of, maintenance of or investment in any nuclear facility.

The descriptions in the headings of the Crisis Management Events are solely for convenience and form no part of the terms and conditions of coverage.

For the purposes of this endorsement, a Crisis Management Event shall first commence when the Company or any of its directors or executive officers shall first become aware of the event and shall conclude at the earliest of the time when the Crisis Management Firm advises the Company that the crisis no longer exists or when the Crisis Management Fund has been exhausted.

C) "Crisis Management Firm" shall mean any public relations firm, crisis management firm or law firm hired by the Company or its directors, officers or employees to perform Crisis Management Services in connection with the Crisis Management Event which has been consented to by the Insurer, the consent for which shall not be unreasonably withheld. Attached to this endorsement is a list of firms which have been pre-approved by the Insurer and may be hired by the Company without further approval by the Insurer:

D) "Crisis Management Fund" shall mean Fifty Thousand Dollars (\$50,000).

E) "Crisis Management Loss" shall mean the following amounts incurred during the pendency of or within 90 days prior to and in anticipation of, the Crisis Management Event, regardless of whether a Claim is ever made against an Insured arising from the Crisis Management Event and, in the case where a Claim is made, regardless of whether the amount is incurred prior to or subsequent to the making of the Claim:

(1) Amounts for which the Company is legally liable for the reasonable and necessary fees and expenses incurred by a Crisis Management Firm in the performance of Crisis Management Services for the Company arising from a Crisis Management Event(s); and

(2) Amounts for which the Company is legally liable for the reasonable and necessary printing, advertising, mailing of materials, or travel by directors,

END 12

(2/90)

JUL 17 2004 10:40

AMERICAN INSURANCE GROUPS

2141410000 1-60

ENDORSEMENT# 12 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

officers, employees or agents of the Company or the Crisis Management Firm, in connection with the Crisis Management Event(s),

F) "Crisis Management Services" means those services performed by a Crisis Management Firm in advising the Company or any of its directors, officers or employees on minimizing potential harm to the Company arising from the Crisis Management Event, including but not limited to maintaining and restoring investor confidence in the Company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 12

(2/90)

JUL-12-2004 10:46

KAUFMAN, BURGEEST & RYAN

3147410025

P.21

ENDORSEMENT# 12 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of
 policy number 874-91-08
 issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

PRE-APPROVED CRISIS MANAGEMENT FIRMS

- (1) Abernathy MacGregor Scanlon
 501 Madison Avenue
 New York, NY 10022
 (212) 371-5999
 Contact: James T. M[™] Gregor
- (2) Burson-Marsteller
 230 Park Avenue South
 New York, NY 10003-1566
 (212) 614-5236
 Contact: Michael Claes
- (3) Patton Boggs, LLP
 2550 M Street, N.W.
 Washington, D.C. 20037
 (202) 457-6000
 Contact: Thomas H. Boggs
- (4) Kekst and Company
 437 Madison Avenue
 New York, NY 10022
 (212) 593-2655
 Contact: Andrew Baer
- (5) Kroll Associates
 900 Third Avenue
 New York, NY 10022
 (212) 833-3385
 Contact: Richard G. McCormick
- (6) Robinson Lerer & Montgomery
 75 Rockefeller Plaza, 6th floor
 New York, NY 10019
 (212) 484-7721
 Contact: Michael Gross

END 12

(2/80)

JUL-12-2004 10:47

KAUFMAN, BORGEEST & RYAN

5147410002

ENDORSEMENT# 12 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of
policy number 874-91-08
Issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

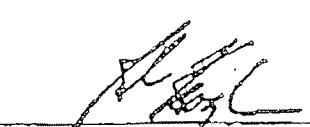
(7) Sard Verbinen & Co.
630 Third Avenue
New York, NY 10017
(212) 687-8080
Contact: Paul Verbinen or George Sard

(8) Sitrick & Company
2029 Century Park East
Suite 1750
Los Angeles, CA 90067
(310) 788-2850
Contact: Michael Sitrick

(9) The MWW Group
1212 Avenue of the Americas - 5th Floor
New York, NY 10036
(212) 827-3757
Contact: Michael Lendener

END 12

(2/90)


AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:47

KRUEHMANN, BURGEEST & RYHN

0141410023

ENDORSEMENT # 13

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

EMPLOYEES AS CO-DEFENDANTS

In consideration of the premium charged, it is hereby understood and agreed that coverage as is afforded by this policy is extended to and the definition of "Insured(s)", and "Director(s) or Officer(s)" is amended to include all employees of the Insured when they are named as co-defendants in a suit or other legal action with a Director or Officer of the Insured.

Only when and to the extent that the Company has indemnified such employees for such loss pursuant to law, common or statutory, or contract, or the Charter or By-Laws of the Company duly effective under such law which determines and defines such rights of indemnity.

END 13

(2/90)


AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:47

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH
ENDORSEMENT# 14

DRAFTED

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

PRIOR ACTS EXCLUSION FOR LISTED ENTITIES

In consideration of the premium charged, it is hereby understood and agreed that the term Company is amended to include the entity(ies) listed below, but only for Wrongful Act(s) committed by such entity(ies) and/or any Insureds thereof which occurred subsequent to such entity's respective acquisition/creation date listed below. Losses arising from the same or related Wrongful Act(s) shall be deemed to arise from the first such same or related Wrongful Act(s).

<u>LISTED ENTITY(IES)</u>	<u>ACQUISITION/CREATION DATE</u>
1. Advanced Telecommunications	January 01, 1983
2. IBD Communication Group	December 30, 1984
3. WIL Tel Network Services	January 05, 1995

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 14

(2/90)


AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:49

KHUMHIN, BURGESS & RYAN

5147410000

ENDORSEMENT# 75 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

It is further understood and agreed that the Insurer shall not be held responsible for any delay or failure to perform its obligation hereunder due to national, federal, state or municipal action or regulation; strikes or other labor troubles; acts of God, war, riot, insurrection or mutiny; or any other causes, contingencies, or circumstances outside the United States not subject to the Insurer's control which make the fulfillment of this endorsement impracticable; any of which shall, without liability, excuse the insurer from the obligations set forth in this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 15

(2/80)


AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:43

KAUHMHN, BURGEESI & RYHN

כטבנין

F. 35

ENDORSEMENT # 16

This endorsement, effective 12:01 am December 31, 2001 forms a part of
policy number 874-91-08
Issued to **WORLDCOM, INC.**

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

SUB-LIMIT FOR SPECIFIED SUBSIDIARIES

In consideration of the premium charged, it is hereby understood and agreed that with regards to Loss in connection with all claims in which one or more of the persons claimed against are Directors or Officers of the following Subsidiary(ies): Advantage Companies, Inc. for one or more alleged Wrongful Acts occurring prior to August 11, 1989 in their respective capacities as Directors or Officers of such Subsidiary(ies), the aggregate Limit of Liability for all such claims shall be \$1,000,000 (hereinafter called the "sub-limit" of liability). This sublimit of liability shall be part of and not in addition to the aggregate limit of liability stated in Item 4 of the Declarations and will in no way serve to increase the Insurer's Limit of Liability as therein stated. Claims alleging one or more related or same Wrongful Act shall be deemed to arise out of the first such same or related Wrongful Act.

It is further understood and agreed that exclusion 9II is deleted to the extent coverage is afforded under this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 16

(2/90)

AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:49

KHUFHIN, BURDEEST & RYHN
ENDORSEMENT # 11

5147418823

This endorsement, effective 12:01 am December 31, 2001 forms a part of
 policy number 874-91-08
 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

SUBSIDIARY - ADDITION
TO THE DEFINITION OF "SUBSIDIARY"

In consideration of the premium charged, it is hereby understood and agreed that the Definition of "Subsidiary" is hereby amended to include the following entity(ies), subject to such Subsidiary's respective Continuity Date.

SUBSIDIARY	CONTINUITY DATE
CAI Wireless Communications, Inc.	July 9, 1999
Embratel	September 15, 1998
MCI Communications Corporation	September 15, 1998
Skytel	April 30, 2001

For the purpose of the applicability of the coverage provided by this endorsement, the entities listed above and the Company will be conclusively deemed to have indemnified the Insureds of the each respective entity to the extent that such entity or the Company is permitted or required to indemnify such Insureds pursuant to law, common or statutory, or contract, or its charter or by-laws. The entity and the Company hereby agree to indemnify the Insureds to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

Furthermore, for the purpose of the applicability of the coverage provided by this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Subsidiary listed above or any Insured(s) thereof:

- (1) alleging, arising out of, based upon or attributable to any pending or prior litigation(s) as of such Subsidiary's respective Continuity Date, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation(s); or
- (2) alleging any Wrongful Act occurring prior to such Subsidiary's respective Continuity Date, if an Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim under this policy.

END 17

(2/00)

JUL-12-2004 10:48

KHUFMHN, BURDEEST & RYAN

5141410020 1-34

This endorsement effective 12:01 am December 31, 2001 forms a part of
 policy number 874-91-08
 issued to WORLD.COM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

(2) Exclusion (k) is amended by deleting the phrase, "emotional distress", and by deleting the phrase, "or for injury from libel or slander or defamation or disparagement, or for injury from a violation of a person's right of privacy", to read as follows:

(k) for bodily injury, sickness, disease, death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;

It is further understood and agreed that solely in connection with Employment Practices Claims, the following exclusions shall apply:

(1) The Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon or attributable to any pending or prior litigation as of August 19, 1994 or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation.

(2) The Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured(s) for any alleged Wrongful Act committed prior to August 19, 1994 if any Insured(s), as of such date, knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim.

It is further understood and agreed that the Employment Practices coverage as is provided by this endorsement shall be specifically excess over the Limit of Liability of \$25,000,000 as stated in Policy No. 874-33-15 issued by National Union Fire Insurance Company of Pittsburgh, Pa. to Worldcom, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 18

(2/90) COPY

AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:48

KAUFMAN, BORGEEST & RYAN

9147410025

P.35

ENDORSEMENT# 18 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of
 policy number 874-91-08
 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

2. Americans with Disabilities Act of 1992 (ADA);
3. Civil Rights Act of 1991;
4. Age Discrimination in Employment Act of 1967 (ADEA) including the Older Workers Benefit Protection Act of 1990;
5. Title VII of the Civil Rights Act of 1964, as amended, including the Pregnancy Discrimination Act of 1978;
6. Civil Rights Act of 1886, Section 1981; and
7. Fourteenth Amendment of the U.S. Constitution.

(2) Solely for the purposes of Employment Practices Claims, the terms "Insured(s)" and "Director(s) or Officer(s)" shall also include any past, present or future employee of the Company, whether such individual is in a supervisory, co-worker or subordinate position or otherwise. Coverage shall automatically apply to all new employees after the inception date of the policy.

EXCLUSIONS

It is further understood and agreed that solely in connection with Employment Practices Claims exclusions (i) and (k) are amended as follows:

(1) Exclusion (i) is amended by deleting the phrase, "wrongful termination of employment claims", and substituting the phrase, "Employment Practices Claims" (as defined in this endorsement) and by deleting the word "former employee" and substituting the word "employee" to read as follows:

(i) which is brought by any Insured or by the Company; or which is brought by any security holder of the Company, whether directly or derivatively, unless such security holder's Claim is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, any Insured(s); provided, however, this exclusion shall not apply to an Employment Practices Claim brought by an employee other than an employee who is or was a Director of the Company.

END 18

(2/90) COPY

JUL-12-2004 10:49

KHUFHMH, BURGEEST & RYHN

5147410025

P.3B

ENDORSEMENT # 18 (Continued)

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

Judgments, Settlements and Defense Costs (Indemnifiable Loss)	\$5,000,000 for Loss arising from Claims alleging the same Wrongful Act or related Wrongful Acts
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OTHER CLAIMS:

Judgments, Settlements and Defense Costs (non-Indemnifiable Loss)	None
Judgments, Settlements and Defense Costs (Indemnifiable Loss)	\$5,000,000 for Loss arising from Claims alleging the same Wrongful Act or related Wrongful Acts

DEFINITIONS

It is further understood and agreed that for the purposes of this endorsement only, the following definitions shall apply:

(1) "Employment Practices Claims" means any Claim(s) relating to a past, present or prospective employee of the Company for any actual or alleged: (i) wrongful dismissal, discharge or termination (either actual or constructive) of employment; (ii) employment-related misrepresentation; (iii) wrongful failure to employ or promote; (iv) wrongful deprivation of career opportunity; (v) wrongful discipline; (vi) failure to grant tenure or negligent employee evaluation; (vii) failure to provide adequate employee policies and procedure; (viii) sexual or workplace harassment of any kind, (including the alleged creation of a harassing workplace environment); or (ix) unlawful discrimination, whether direct, indirect, intentional or unintentional.

Employment Practices Claims shall include any Claim(s) brought under state, local, federal or foreign law (whether common or statutory) and shall include, but not be limited to, allegations of violations of the following federal laws (as amended), including regulations promulgated thereunder:

1. Family and Medical Leave Act of 1993;

END 18

(2/90)

COPY

JUL-12-2004 10:49

KHUFHAN, BURGESS & KAHN
ENDORSEMENT# 10

JUL-12-2004

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

EMPLOYMENT PRACTICES ENDORSEMENT

(With Separate Retention and Excess Language)

COVERAGE

- In consideration of the premium charged, it is hereby understood and agreed that the coverage as is afforded by this policy is extended to include Employment Practices Claims made against any Insured(s) (defined below), whether such Claims are brought by: (i) a past, present or prospective employee of the Company, whether directly or by class action; or (ii) by the Equal Employment Opportunity Commission (EEOC) or any other similar local, state, federal or foreign governmental authority regulating employment practices; or (iii) by any other person or entity, subject to the terms, conditions and exclusions of this endorsement and the policy.

DECLARATIONS PAGE

It is further understood and agreed that Item 5. RETENTION of the Declarations page is hereby deleted in its entirety and replaced with the following:

ITEM 5. RETENTION:

SECURITIES CLAIMS

Judgments & Settlements (all coverages)	None
Defense Costs (non-Indemnifiable Loss)	None
Defense Costs (Coverage B(i) and Indemnifiable Loss)	\$5,000,000 for Loss arising from Claims alleging the same Wrongful Act or related Wrongful Acts (waivable under Clause 6 in certain circumstances)

EMPLOYMENT PRACTICES CLAIMS

Judgments, Settlements and Defense Costs (non-Indemnifiable Loss)	None
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END 18

(2/90)

JUL-12-2004 10:45

KHURMIK, DURCEST & RIM

014741002

This endorsement effective 12:01 a.m. December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

Cancellation Clause

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding any other provision of this endorsement, any provision of this policy respecting cancellation is deleted in its entirety except to indicate that this policy may be cancelled by the insurer for non-payment of premium.

Accordingly, this policy is non-cancellable and all premium shall be deemed earned at inception except for cancellations by the insurer for non-payment of premium.

END 19

(2/90)


AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:48

KHUFHMH, BURGESS & RHN
ENDORSEMENT# 20

5147410023 F.3C

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to WORLD.COM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

ORDER OF PAYMENTS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that:

1. In the event of Loss arising from any Claim(s) for which payment is due under the provisions of this policy but which Loss, in the aggregate, exceeds the remaining available Limit of Liability of this policy, then this policy shall:
 - (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then with respect to whatever remaining amount of the Limit of Liability is available after payment of such Loss,
 - (ii) then pay such Loss for which coverage is provided by Coverage B of the policy.
2. In the event of Loss arising from a Claim(s) for which payment is due under the provisions of this policy (including those circumstances described in part 1 of this endorsement), the Insurer shall at the written request of the Named Corporation:
 - (i) first pay such Loss for which coverage is provided under Coverage A of the policy, then
 - (ii) either pay or hold payment for such Loss for which coverage is provided by Coverage B of the policy.

In the event that the Insurer withholds payment under Coverage B of the policy pursuant to the above request, then the Insurer shall at any time in the future, at the request of the Company, release such Loss payment to the Company, or make such Loss payment directly to an individual Director or Officer in the event of covered Loss under any Claim(s) covered under this policy pursuant to Coverage A of the policy.
3. Nothing in this endorsement shall be construed to increase the Limit of Liability of the Insurer under this policy which such Limit of Liability shall remain the maximum liability of the Insurer under all Claims under all Coverage under this policy combined.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 20

(2/80)



A handwritten signature in black ink, appearing to read "John" or a similar name.

AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:48

KRAUFMAN, BURGEEST & RYAN
ENDORSEMENT# 27

9147410020 P.31

This endorsement, effective 12:01 am December 31, 2001 forms a part of
 policy number 874-91-08
 issued to WORLDCOM, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

**CLAUSE 7(a) AMENDED - NOTICE
 FROM RISK MANAGER OR GENERAL COUNSEL**

In consideration of the premium charged, it is hereby understood and agreed that Clause 7, NOTICE/REPORTING PROVISIONS, paragraph (a) is deleted in its entirety and replaced with the following:

(a) The Company shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of a Claim made against an Insured as soon as practicable after the Claim is reported to or first becomes known by the Risk Manager or the General Counsel (or equivalent position) of the Company, but in all events a Claim must be reported no later than either:

- (1) anytime during the Policy Period or during the Discovery Period (if applicable); or
- (2) within thirty (30) days after the end of the Policy Period or the Discovery Period (if applicable), as long as such Claim(s) is reported no later than thirty (30) days after the date such Claim was first made against an Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 21



A handwritten signature in black ink, appearing to read "ST. GEORGE".

AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:48

KHUFUHN, BURGEEST & RYHN
ENDORSEMENT# 22

2147410020

This endorsement, effective 12:01 am December 31, 2001 forms a part of
policy number 874-91-08
Issued to **WORLDCOM, INC.**

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

FOREIGN CORRUPT PRACTICES ACT EXTENSION

1.

In consideration of the premium charged, it is hereby understood and agreed that Clause
2. DEFINITIONS (g) "Loss" is amended by addition of the following at the end thereof:

Loss shall also include (subject to this policy's other terms, conditions and
limitations, including but not limited to exclusions relating to profit or advantage,
deliberate fraud or deliberate criminal acts): (1) civil penalties assessed against any
individual Director or Officer pursuant to Sections (g) 2(B) of the Foreign Corrupt
Practices Act, 78dd-2(g)(2)(B).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 22

(2/90)


AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:47

KAUFMAN, BURGEEST & RYHN

D147410023

F-69

ENDORSEMENT# 23

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

ADDITION TO THE TERM DIRECTOR OR OFFICER

In consideration of the premium charged, it is hereby understood and agreed that the term "Director or Officer" is amended to include any individual(s) of the Company listed below, but solely for Wrongful Acts committed in his or her respective capacity(ies) listed below.

<u>INDIVIDUALS</u>	<u>CAPACITY</u>	<u>CONTINUITY DATE</u>
Jeff Rushton	CFO of SHL Systemhouse	December 8, 1998

It is hereby understood and agreed that this policy shall indemnify the directors and officers against loss in respect of any wrongful act committed whilst acting in the capacity of a shadow director, as defined under Section 741 of the Companies Act 1985, of any company (any such company hereinafter to be referred to as the "Shadow Directorship company") that is incorporated and/or domiciled in the UK or the Republic of Ireland, as a consequence of being a director or officer of the company, other than in respect of any:

- (i) claim made whether in the name of or on behalf of any Shadow Directorship company or any person who is now or shall be a director or officer of the Shadow Directorship company; and/or
- (ii) claim made whether in the name of or on behalf of any parent, holding, controlling, subsidiary, affiliate or associated company or representative of the Shadow Directorship company.

Furthermore, provided that for the purpose of the applicability of the coverage provided by this endorsement, the Company will be conclusively deemed to have indemnified the persons afforded coverage by this endorsement to the extent that the Company is permitted or required to indemnify such persons pursuant to law (common or statutory), contract, or the charter or by-laws of the Company (which are hereby deemed to adopt the broadest provision of the law which determines, or defines such rights of indemnity). The Company hereby agrees to indemnify such persons to the fullest extent permitted by law, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract.

It is further understood and agreed that only as respects any additional coverage granted by virtue of this endorsement, the Insurer shall not be liable for any loss in connection with any Claim(s) made against an Insured:

- (1) alleging, arising out of, based upon or attributable to any pending or prior litigation as of each individual's respective Continuity Date listed above, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation; and

END 23

(2/90)

JUL-12-2004 10:47

KAUFMAN, BURGEEST & RYAN

9147410025 P.28

This endorsement, effective 12:01 am December 31, 2001 forms a part of
policy number 874-91-08
Issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

(2) alleging any Wrongful Act occurring prior to each individual's respective Continuity Date if the Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 23

(2/90)


AUTHORIZED REPRESENTATIVE

JUL-12-2004 10:47

KHUFHN, BURDEEST & RYAN
ENDORSEMENT # 24

2141410020

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

DISCOVERY CLAUSE AMENDED

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10. DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

Clause 10. DISCOVERY CLAUSE is deleted in its entirety and replaced with the following:

10. DISCOVERY CLAUSE

Except as indicated below, if the Insurer shall refuse to renew this policy, the Named Corporation shall have the right upon payment of an additional premium amount as shall be determined by the Insurer in its sole and absolute discretion, to a period of one year following the effective date of such nonrenewal (herein referred to as the "Discovery Period"), in which to give to the Insurer written notice of claims first made against the Insureds during said one year period for any Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate unless written notice of election of a Discovery Period together with any additional premium due is received by the Insurer no later than thirty (30) days subsequent to the effective date of the nonrenewal.

In the event of a Transaction as defined in Clause 12, the Named Corporation shall have the right, within 30 days of the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Wrongful Acts occurring prior to the effective time of the Transaction) for a period of no less than three years or for such longer or shorter period as the Named Corporation may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions, exclusions and additional premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

The additional premium for the Discovery Period shall be fully earned at inception of the Discovery Period. The Discovery Period is not cancelable. This Clause 10 and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 24



A handwritten signature in black ink, appearing to read "John H. Ryan".

AUTHORIZED REPRESENTATIVE

JUL 12 2004 10:41

INDUSTRIAL INSURANCE COMPANY

DRAFTED

ENDORSEMENT# 25

This endorsement, effective 12:01 am December 31, 2001 forms a part of policy number 874-91-08 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

ADDITION TO THE TERM "DIRECTOR(S) OR OFFICER(S)" OR "INSURED(S)"

In consideration of the premium charged, it is hereby understood and agreed that coverage as is afforded by this policy is extended to and the definition of term "Director(s) or Officer(s)" or "Insured(s)" is amended to include the members of the Advisory Board, solely in their capacity as such members, subject to the following September 15, 1998.

Furthermore, provided that for the purpose of the applicability of the coverage provided by this endorsement, the Company will be conclusively deemed to have indemnified the persons afforded coverage by this endorsement to the extent that the Company is permitted or required to indemnify such persons pursuant to law (common or statutory), contract, or the charter or by-laws of the Company (which are hereby deemed to adopt the broadest provision of the law which determines, or defines such rights of indemnity). The Company hereby agrees to indemnify such persons to the fullest extent permitted by law, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract.

It is further understood and agreed that only as respects any additional coverage granted by virtue of this endorsement, the Insurer shall not be liable for any Loss in connection with any Claim(s) made against an Insured:

- (1) alleging, arising out of, based upon or attributable to any pending or prior litigation as of each individual's respective Continuity Date listed above, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation; and
- (2) alleging any Wrongful Act occurring prior to each individual's respective Continuity Date if the Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



END 25

AUTHORIZED REPRESENTATIVE

(2/90)

ENDORSEMENT # 26

This endorsement, effective 12:01 am December 31, 2001 forms a part of
 policy number 874-91-08
 issued to **WORLDCOM, INC.**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

**ADDITION TO THE TERM "DIRECTOR(S) OR OFFICER(S)" OR "INSURED(S)"
 (GENERAL COUNSEL)**

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. DEFINITIONS, Definition of "Director(s) or Officer(s)" or "Insured(s)" is hereby amended to include the General Counsel of the Named Corporation, subject to the following.

Continuity Date: September 15, 1998.

Furthermore, provided that for the purpose of the applicability of the coverage provided by this endorsement, the Company will be conclusively deemed to have indemnified the persons afforded coverage by this endorsement to the extent that the Company is permitted or required to indemnify such persons pursuant to law (common or statutory), contract, or the charter or by-laws of the Company (which are hereby deemed to adopt the broadest provision of the law which determines, or defines such rights of indemnity). The Company hereby agrees to indemnify such persons to the fullest extent permitted by law, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract.

It is further understood and agreed that only as respects any additional coverage granted by virtue of this endorsement, the insurer shall not be liable for any loss in connection with any Claim(s) made against an insured:

- (1) alleging, arising out of, based upon or attributable to any pending or prior litigation as of the Continuity Date listed above, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation; and
- (2) alleging any Wrongful Act occurring prior to the Continuity Date listed above, if the Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

END 26

(2/90)


A. J. F.
 AUTHORIZED REPRESENTATIVE

JULY 12 2004 10:45

KNUFFIN, BURGEON & RICH

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APPENDIX A
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JULY 12 2004 10:58

RECEIVED, PROCESSION & RETURN

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APPENDIX A
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Paul, Hastings, Janofsky & Walker LLP 555 S. Flower Street Twenty-Third Floor Los Angeles, CA 90071-2371 Contact: J. Allen Maines (213) 683-6000	Skadden, Arps, Slate, Meagher & Flom LLP 525 University Avenue, Suite 220 Palo Alto, CA 94111 Contact: James E. Lyons (650) 470-4500
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JUL-12-2004 10:50

KAUFMAN, BURGEEST & RYAN

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JULY 12 2004 10:30

NORTHRIDGE DOCUMENTS & INDEX

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JUL-12-2004 10:50

KAUFMAN, BURGEEST & RYHN

F.21

APPENDIX A
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